

# **EXHIBIT A**

**Complaint,**

Filed in Eighth Judicial District Court

Case No. A-20-812910-C

1 COM  
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CASE NO: A-20-812910-C  
 Department 32

6 DISTRICT COURT

7 CLARK COUNTY, NEVADA

8 BENJAMIN SPARKS, an individual;  
 9 Plaintiff,

CASE NO.:  
 DEPT NO.:

10 vs.

11 CHRISTINA MAMER, an individual;  
 12 RAMONA GIWARGIS, an individual;  
 and  
 13 DOES I through X, inclusive,  
 ROES I through X, inclusive

14 Defendants. COMPLAINT

15  
 16 Plaintiff Benjamin Sparks, by and through his undersigned counsel, Josh Tomsheck,  
 17 Esq., of the Law Firm of Hofland & Tomsheck, hereby complain and allege as follows:

18 PARTIES AND JURISDICTION

19 1. At all times mentioned Plaintiff, Benjamin Sparks, (hereinafter referred to as  
 20 "Plaintiff"), was and is over the age of eighteen (18) years old, was a resident of Clark  
 21 County Nevada.

22 2. Plaintiff is informed and believes and thereon alleges that at all times  
 23 relevant hereto, Defendant, Christina Mamer, (hereinafter referred to as "Defendant  
 24 Mamer"), was and is over the age of eighteen (18) years old, was and is a resident of Clark  
 25 County, Nevada.

26 3. Plaintiff is informed and believes and thereon alleges that all times relevant  
 27 hereto, Defendant, Ramona Giwargis, (hereinafter referred to as "Defendant Giwargis"),

1 was and is over the age of eighteen (18) years old, and was a resident of Clark County,  
 2 Nevada.

3       4. The true names of DOES I through X, their citizenship and capacities, whether  
 4 individual, corporate associate, partnership or otherwise, are unknown to Plaintiff who  
 5 therefore sue these Defendants by such fictitious names. Plaintiffs are informed and  
 6 believe, and thereupon allege, that each of the Defendants designated herein as DOES are  
 7 responsible in some manner for the events and happenings herein referred to, and in some  
 8 manner caused the injuries and damages proximately thereby to the Plaintiff, as herein  
 9 alleged.

10     5. The true names, identities or capacities, whether individual, corporate,  
 11 associate or otherwise of the Defendants, Does I through X, are unknown to the Plaintiff,  
 12 who therefore sues said Defendants by such fictitious names. Plaintiff is informed and  
 13 believe, and thereupon allege, that each of the Defendants designated herein as Doe and  
 14 Roe Corporations are responsible in some manner for the events and happenings herein  
 15 referred to; that Plaintiff will ask leave of this Court to amend this Complaint to insert the  
 16 true names and capacities of said Defendants Does I through X when the same have been  
 17 ascertained by Plaintiff, together with appropriate charging allegations, and to join  
 18 Defendants in this action.

19     6. DOES 1 through 10 are persons whose conduct gives rise to this Complaint;  
 20 specifically, these DOE individuals are individuals who participated in the conduct alleged  
 21 herein. The Plaintiff reserves the right to amend this Complaint to specifically name these  
 22 individuals when their identities are ascertained.

23     7. ROES 1 through 10 are business entities whose conduct gives rise to the  
 24 allegations of the Complaint contained herein; specifically, these ROE business entities  
 25 participated in the conduct alleged herein. The Plaintiffs reserve the right to amend this  
 26 Complaint to specifically name these individuals when their identities are ascertained.

1       8. Plaintiffs are further informed and believe, and on that basis alleges that  
 2 certain witnesses are known to Plaintiff as witnesses. However, Plaintiff does not yet know  
 3 whether or not particular witnesses have culpability in this matter at this time. However,  
 4 once Plaintiff has determined the true culpability of one or more of the DOE Defendants,  
 5 they will amend the complaint to set forth facts and claims alleging the actual culpability  
 6 and to substitute such witnesses for DOE Defendants.

7       9. Plaintiff alleges that the activities described in this Complaint are performed  
 8 by each named or unnamed Defendant, either individually or in concert with the others, or  
 9 with the knowledge, encouragement or direction of one or more of the other named or  
 10 unnamed Defendants, and therefore those Defendants are jointly, separately liable, and  
 11 vicariously liable for the injuries and causes of action further described in this Complaint.

12

### GENERAL ALLEGATIONS

13

14       10. Plaintiffs repeat and re-allege Paragraphs 1 through 9 of the Complaint as  
 15 though fully set forth herein and further complains and alleges as follows:

16       11. On or about March 29, 2018, Plaintiff contacted the Las Vegas Metropolitan  
 17 police department's emergency 911 system for a welfare check on Defendant Mamer, who  
 18 was threatening to harm herself.

19       12. Thereafter, Defendant Mamer herself contacted the Las Vegas Metropolitan  
 20 Police Department to falsely report criminal allegations against Plaintiff, alleging these  
 21 incidents occurred at 5175 South Jerry Tarkanian Way, Las Vegas, Clark County, Nevada.

22       13. Defendant Mamer falsely and maliciously represented to the police that she had  
 23 been injured by Plaintiff.

24       14. Plaintiff and Defendant Mamer had just ended an intimate relationship.

25       15. An arrest warrant was issued for Plaintiff based on Defendant Mamer's  
 26 statements to police officers.

1           16. That same day, Defendant Mamer, portraying and holding herself out to be a  
2 different individual, e-mailed Plaintiff's boss an alleged "sex contract" purported to be  
3 between Defendant Mamer and Plaintiff.

4           17. Defendant Mamer, again portraying and holding herself out to be a different  
5 individual, provided written reports to various news outlets, which contained false and  
6 defamatory accusations against Plaintiff.

7           18. On, or about, March 28, 2018, Defendant Giwargis wrote an article, which was  
8 then published in the Las Vegas Review Journal, stating, among other things, that Plaintiff  
9 had been fired following a domestic dispute, and amid a domestic violence investigation.

10          19. On, or about, April 4, 2018, Defendant Giwargis wrote an article, which was then  
11 published in the Las Vegas Review Journal, stating that as fact that Plaintiff sexually  
12 enslaved and battered Defendant Mamer.

13          20. This article stated Defendant Mamer (without providing her name) provided  
14 Defendant Giwargis copies of e-mails, text messages, and a signed contract laying out her  
15 duties as a "slave in training" to Plaintiff.

16          21. This article stated Plaintiff and Defendant Mamer signed a five-page contract  
17 stating that Defendant Mamer would be his "slave and property."

18          22. This article stated Defendant Mamer was forced to kneel and look down when  
19 she entered his presence, be nude at all times, have sexual relations with Plaintiff whenever  
20 he wanted, and wear a collar in writing.

21          23. In this article, Defendant Mamer told Defendant Giwargis that Plaintiff was very  
22 demanding, did not take no for an answer, and forced himself on her.

23          24. This article states that Plaintiff asked Defendant Mamer to be bound and  
24 blindfolded and have sex with other men in front of him.

25          25. This article stated that Plaintiff would not let Defendant Mamer leave the house  
26 for two hours.

27          26. This article stated that Defendant Mamer lost a fingernail and had a bruise on  
28 her left thumb.

1       27. On April 6, 2018, Defendant Giwargis wrote an article, published in the Las  
2 Vegas Review Journal, stating that Plaintiff had Defendant Mamer sign a contract to  
3 become his "slave and property."

4       28. This article alleged that the contract required Defendant Mamer to kneel and  
5 look down when she entered his presence, be nude at all times, have sexual relations with  
6 Plaintiff whenever he wanted and wear a collar in private.

7       29. This article alleged that Plaintiff asked Defendant Mamer to be tied up and have  
8 sex with other men while Plaintiff watched.

9       30. This article alleged that Plaintiff physically blocked Defendant Mamer from  
10 leaving the residence for two hours.

11       31. This article alleged that Defendant Mamer suffered injuries to her thumb and lost  
12 a fingernail.

13       32. On May 6, 2018, Defendant Giwariis wrote an additional article, again published  
14 in the Las Vegas Review Journal, about Plaintiff.

15       33. In this article, Defendant Mamer accused Plaintiff of giving her permanent vision  
16 impairment.

17       34. In this article, Plaintiff is accused of hitting Defendant Mamer near her right eye  
18 socket with a partially closed fist.

19       35. Defendant Mamer stated she suffered a permanent retinal tear.

20       36. On May 8, 2018, Defendant Giwargis wrote an additional article, again published  
21 in the Las Vegas Review Journal, about Plaintiff.

22       37. This article alleged Defendant Mamer filed a supplemental police report  
23 documenting a permanent eye injury that Defendant Mamer claimed happened with  
24 Plaintiff hit her during sex.

25       38. This article alleged that Plaintiff would be charged with a felony offense.

26       39. As a result of these untrue alleagations made by Defendant Mamer and  
27 published by Defendant Giwargis, which were levied against Plaintiff, criminal charges  
28 were filed against Plaintiff by the State of Nevada.

1           40. Defendant Mamer, knowing her allegations to be untrue, did not avail herself to  
 2 testify before the Criminal Court and subject herself to cross-examination, which would  
 3 have exonerated Plaintiff from these serious allegations.

4           41. As a result of Defendant Mamer's decision not to avail herself to the criminal  
 5 court process, the false criminal charges against Plaintiff were dismissed.

6           42. As a result of the defamatory statements and publication, Plaintiff suffered  
 7 financial damages and emotional damages in the amount of excess of \$15,000.00.

8

***FIRST CLAIM FOR RELIEF***  
***DEFAMATION AND DEFAMATION PER SE***  
**(Against all Defendants)**

11           43. Plaintiff repeat and re-allege Paragraphs 1 through 42 of the Complaint as  
 12 though fully set forth herein and further complains and alleges as follows:

13           44. Plaintiff enjoyed a good reputation and a good career as a political consult and  
 14 campaign advisor.

15           45. Defendant Mamer, through her statements to Las Vegas Metropolitan Police  
 16 Department officers and the Las Vegas Review Journal, knowingly stated defamatory  
 17 statements, amounting to libel/slander, based on specific facts about Plaintiff, including  
 18 but not limited to:

- 19           a. Plaintiff required Defendant Mamer to sign a sex contract;
- 20           b. Plaintiff required Defendant Mamer to abide by that sex contract;
- 21           c. Plaintiff kidnapped Defendant Mamer;
- 22           d. Plaintiff grabbed Defendant Mamer's hand and pinned her to the bed  
              frame, thereby tearing off a fingernail and/or a portion of a fingernail,  
              that resulted in substantial bodily harm.
- 23           e. Plaintiff punched Defendant Mamer on or about the face and/or head,  
              resulting in substantial bodily harm.

1 f. Plaintiff intimidated Defendant Mamer by threatening to release the sex  
2 contract if Defendant Mamer did not continue the relationship.  
3 g. Plaintiff's goal was to embarrass or bring disrepute to Defendant Mamer.

4  
5 46. Defendant Mamer's statements were entirely false and not protected by any  
6 privilege.

7 47. Defendant Mamer made these statements knowingly and maliciously with the  
8 goal of harming the hard-earned reputation of Plaintiff.

9 48. Defendant Giwargis knowingly wrote and published defamatory statements,  
10 amounting to libel/slander based on specific facts about Plaintiff, including but not limited  
11 to:

12 a. Plaintiff physically blocked Defendant Mamer from leaving their shared  
13 residence.  
14 b. Plaintiff required Defendant Mamer to sign a contract to become his  
15 "slave and property."  
16 c. Defendant Mamer suffered injuries to her thumb and lost a finger nail  
17 because of Plaintiff.  
18 d. Plaintiff required Defendant Mamer to kneel and look down when she  
19 entered his presence, be nude at all times, have sexual relations with him  
20 whenever he wanted, and wear a collar in private.  
21 e. Plaintiff wanted Defendant Mamer to be tied up and blindfolded and to  
22 have sex with other men in front of him.  
23 f. Plaintiff hit Defendant Mamer in her right eye socket with a partially  
24 closed fist.  
25 g. Plaintiff's actions gave Defendant Mamer permanent vision impairment.  
26 h. Plaintiff's actions caused Defendant Mamer to have a permanent retinal  
27 tear.

1           49. Defendant Giwargis statements were entirely false and not protected by any  
2 privilege.

3           50. Defendant Giwargis published these statements knowingly and maliciously with  
4 the goal of harming the hard-earned reputation of plaintiff.

5           51. Defendant Giwargis and Defendant Review Journal's statements constitute libel  
6 because they are written.

7           52. As a direct and proximate result of Defendants' conduct, Plaintiff's reputation  
8 was damaged.

9           53. As a direct and proximate result of Defendants' conduct, Plaintiff was fired from  
10 his job in Las Vegas, Nevada.

11           54. As a direct and proximate result of Defendants' conduct, Plaintiff had to move  
12 across the country.

13           55. As a direct and proximate result of Defendants' conduct, this "sex contract" story  
14 made national news, being re-published on "Vox.com," "Heavy.com," and by the  
15 Associated Press and New York Post.

16           56. As a direct and proximate result of Defendants' conduct, Plaintiff sustained  
17 damages, including but not limited to erosion of business reputation and client base, in  
18 excess of \$15,000.00, the exact amount to be determined at trial.

19           57. Damages are presumed because Defendants' conduct constitutes defamation per  
20 se, slander, and libel, and done with the intent to harm and oppress Plaintiff, thus  
21 warranting punitive damages under NRS 42.005 and attorney fees under NRS 18.010

22           58. Additionally, Plaintiff has suffered damages in the form of attorney fees, as it has  
23 been necessary for Plaintiff to retain the services of counsel to represent him in this action  
24 and the underlying criminal action, and they should be awarded reasonable attorney fees  
25 and costs.

26           ///

27           ///

1                           ***SECOND CLAIM FOR RELIEF***  
 2                           **FALSE LIGHT**  
 3                           **(Against all Defendants)**

4                         59. Plaintiffs repeat and re-allege Paragraphs 1 through 58 of the Complaint as  
 though fully set forth herein and further complains and alleges as follows:

5                         60. Defendants' actions constitute false light, a sub-claim of invasion of privacy.

6                         61. Defendants' defamatory statements placed Plaintiff before the public in a  
 7                           false light.

8                         62. Defendants' defamatory statements are highly offensive and objectionable to  
 9                           the reasonable person, and were in fact offensive and objectionable to Plaintiff.

10                        63. Defendants made these statements knowingly and maliciously with the goal  
 11                           of harming the hard-earned reputation of Plaintiff.

12                        64. As a direct and proximate result of Defendants' conduct, Plaintiff sustained  
 damages, including but not limited to erosion of business reputation and client base, in  
 excess of \$15,000.00, the exact amount to be determined at trial.

13                        65. Defendants' conduct was willful, malicious, and done with the intent to harm  
 and oppress Plaintiff, thus warranting punitive damages under NRS 42.005 and attorney  
 fees under NRS 608.140.

14                        66. Additionally, Plaintiff has suffered damages in the form of attorney fees, as it  
 has been necessary for Plaintiff to retain the services of counsel to represent him in this  
 action, and the underlying criminal action, and he should be awarded reasonable attorney  
 fees and costs.

23                           ***THIRD CLAIM FOR RELIEF***  
 24                           **INJUNCTIVE RELIEF**  
 25                           **(Against All Defendants)**

26                         67. Plaintiffs repeat and re-allege Paragraphs 1 through 66 of the Complaint as  
 though fully set forth herein and further complains and alleges as follows:

1       68. Plaintiffs seek a preliminary injunction ordering the Las Vegas Review Journal  
 2 remove the false and defamatory statements from the Las Vegas Review Journal Website  
 3 and other social media websites during the pendency of this lawsuit.

4       69. Following a determination that Defendants' statements are false and defamatory,  
 5 the Plaintiff requests that the Court enter a final and permanent injunction ordering the Las  
 6 Vegas Review Journal to permanently remove the offending articles and enjoining them  
 7 from republishing those or any similar defamatory statements.

8  
 9           **WHEREFORE**, Plaintiffs pray for judgment against Defendants, and each of them,  
 10 as follows:

11           1. For a sum to be determined for past and future pain and suffering;  
 12           2. For a sum to be determined for past and future lost wages;  
 13           3. For special damages in a sum in excess of \$15,000.00;  
 14           4. For general damages in a sum in excess of \$15,000.00;  
 15           5. For a sum to be determined at trial for punitive damages;  
 16           6. For reasonable attorney's fees, costs, and interest for having to prosecute this  
 17              Matter;  
 18           7. For reasonable attorney's fees, costs, and interest for having to hire an attorney to  
 19              defend the underlying criminal matter;  
 20           8. For pre and post-judgment interest;

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27           ///

28           ///

1           9. Granting injunctive relief as requested herein; and  
2           10. For such and further relief as this Court may deem just and equitable in the  
3           premises.

4           DATED this 27<sup>th</sup> day of March, 2020.

5           **HOFLAND & TOMSHECK**

6           By: \_\_\_\_\_/*s/J. Tomsheck*\_\_\_\_\_

7           Joshua Tomsheck, Esq.

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